

# OPTION CONTRACT

## Preamble

This Option Contract (herein "Option Contract" or "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2001 at College Station, Brazos County, Texas by LOUISE MARSH REEVES, Individually and as Trustee of the Marsh-Reeves Trust, JOHN EMORY MARSH, JR., ROBERT EMORY REEVES, and MARSHA REEVES DUEMKE ("Optionors"), and the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation referred to in this contract as Optionee.

## Recitals

WHEREAS, Optionors are the owners of certain real property in Brazos County, referred to in this Option Contract as the Property, said property being located in Brazos County, Texas and more particularly depicted and described in Exhibit A attached hereto;

WHEREAS, Optionees desire to acquire the exclusive and irrevocable right and option to purchase, without becoming obligated to purchase, the Property at an agreed price and under specified terms and conditions;

THEREFORE, it is agreed as follows:

1. Recitals. The above Recitals are true and correct and incorporated into this Option Contract.

2. Grant of Option. For the consideration of \$10.00, Optionors hereby grant to Optionees, their successors, and assigns, the exclusive and irrevocable right and option to purchase the Property described in Exhibit A at the price and under the terms set forth in the Real Estate Contract in Exhibit B, which is attached and by this reference made a part of this Option Contract.

3. Expiration Date. This option shall expire at 5:00 p.m., Central Standard Time on August 28, 2001, (the "First Expiration Date") unless extended pursuant to the provisions of paragraph 4 hereof.

4. Extensions of Option.

- (a) On or before the First Expiration Date Optionees shall be entitled to extend the expiration date of the option rights granted hereunder until 5:00 p.m. Central Standard Time on September 27, 2001, (the "Second Expiration Date"), by payment to Optionors of an additional Option Payment in the amount of \$100.00 per day for each day of the extension beyond the First Expiration date until September 27, 2001. Said Option Payment shall be paid to Title Company and Title Company shall immediately release said funds to Optionor.
- (b) If Optionees have previously extended its option rights pursuant to subparagraph 4(a) above, Optionees shall be entitled to extend the expiration date of the option rights granted hereunder until 5:00 p.m. Central Standard Time on October 29, 2001, by payment to Optionors of an additional Option Payment in the amount of \$200.00 per day beyond the Second Expiration Date in 4(a) until October 29, 2001. Said Option Payment shall be paid to Title Company and Title Company shall immediately release said funds to Optionor.

If any of the aforesaid extension options is not exercised by Optionees' payment of the stated additional Option Payment on or before the expiration date of the preceding option term, then, Optionees' option rights hereunder (including all additional extension rights) shall expire, and Optionors shall retain all Option Payments made prior to such date.

5. Exercise of Option. Optionees may exercise this option by execution and tender to Optionors of the Real Estate Contract attached hereto as Exhibit B. The Real Estate Contract provides for a purchase price of \$1,000,000.00 for 36.9 acres as described in Exhibit A. Optionors shall execute and deliver to Optionees an executed copy of said contract within ten (10) days.

6. Disposition of Option Consideration. The option payments from Optionees to Optionors hereunder are not to be applied to or credited against payment of the purchase price.

7. Right to Enter; Survey. Optionors authorize Optionees to enter upon the Property at any reasonable time to survey the Property, and to make any studies for the Environmental Site Assessment, all at Optionees' expense.

8. Optionors' Covenants, Representations and Warranties. Optionors covenant, represent, and warrant to Optionee as follows:

- (a) Optionors will not grant any monetary liens or encumbrances or grant any easement, license, or any other interest affecting the Property after the date hereof.

- (b) Optionors have not entered into and there is not existing any other agreement, written or oral, under which Optionors are or could become obligated to sell, lease or grant any other rights in the Property to any party.
- (c) Optionors shall not take any action after the date hereof which affects title to the Property, or allow any action to be taken by any third party or by operation of law which affects title to the Property.
- (d) As of the date hereof, no notice of violation has been issued and no proceedings commenced with regard to any applicable law, regulation, ordinance, requirement, covenant, condition or restriction affecting or relating to the present use or occupancy of the Property by any person, authority or agency having jurisdiction thereover with which Optionors have not fully complied. Optionors shall, at Optionors' sole cost and expense, correct any violations and bear all expenses, fines, or related expenditures in connection therewith.
- (e) There are no underground storage tanks, pumps, or piping except as shown in Title Commitment located on the Property, and to Optionors' knowledge there are no hazardous waste or substance deposits located on the Property.
- (f) There are no actions, suits, claims or proceedings pending or threatened with respect to or in any manner affecting the Property, nor to Optionors' knowledge, are there any circumstances which should or could reasonably form the basis for any such actions, suits, claims or proceedings, and Optionors have not been notified of any contemplated condemnation by third parties that possess the right to condemn the Property or any portion thereof, and there is not pending action in condemnation with respect to the Property or any portion thereof, any governmental or quasi-governmental authority.
- (g) There are no pending civil (including actions by private parties), criminal, or administrative proceedings against Optionors relating to environmental matters with respect to the Property, and there have been none at any time during Optionors' ownership of the Property; Optionors know of no threatened civil (including actions by private parties), criminal, or administrative proceedings against it relating to environmental matters; and Optionors know of no facts or circumstances which may give rise to any future civil (including actions by private parties), administrative or criminal proceedings against it relating to environmental matters with respect to the Property.
- (h) Preliminary Examination of Title and Survey. Optionee has requested Brazos County Abstract Company furnish a Commitment for Title

Insurance (the "Title Commitment") to insure title to the Optionee for Optionee's review together with legible copies of all instruments referred to in the Title Commitment. The Optionee shall request the title company to furnish these items to Optionee for its preliminary review within fifteen (15) calendar days of the date of this Option Contract. After receipt of the Title Commitment, survey, and the copies of the instruments referred to in Schedule B as exceptions, Optionee shall have ten (10) business days, (the "Title and Survey Review Period") to disapprove or preliminarily approve the condition of title or survey and notify Optionor of Optionee's objection to any item shown on or referenced by those documents (the "Reviewable Matters"). Any Reviewable Matter to which Optionee does not object within the Title and Survey Review Period shall be preliminarily accepted by Optionee. If Optionee objects to any such Reviewable Matter and gives notice to Optionor as provided herein, Optionor may at its election, on or before closing, attempt to cure same. If Optionor fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for Optionee to either (a) waive such objections and accept such title as Optionor is able to convey or (b) terminate this Contract by written notice to the Title Company and to Optionor, in which case the earnest money shall be refunded to Optionee, and neither Optionor nor Optionee shall have any further rights or liabilities under this Contract. Notwithstanding any other provision of this Agreement, if Optionees preliminarily approve the condition of the title and survey, Optionors warrant that it shall not cause or allow any change to the condition of title or survey during the option period, and Optionees maintain the right to renew its objections to changes in the condition of title and survey occurring subsequent to the preliminary review and prior to Closing and to recover from Optionors the Option Consideration paid regarding the property if the title condition is not cured.

- (i) **Broker's Commissions.** All obligations of the parties for payment of broker's fees are contained in separate written agreements. In the event that Optionee exercises its option to purchase the property as provided in Section 5 herein, a commission shall be paid at closing as provided in the Real Estate Contract and other separate written agreements.

9. **Notices.** Any notice required or permitted to be delivered by this Agreement shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER: LOUISE MARSH REEVES, Individually  
and as Trustee of the Marsh-Reeves Trust  
7170 S. Poplar Ct.  
Englewood, Colorado 80112-1630

JOHN EMORY MARSH, JR.  
~~1602 Rock Prairie Road, #230~~ 607 S. HASWELL  
~~College Station, Texas 77845~~ BRYAN, TEXAS 77802

ROBERT EMORY REEVES  
2716 Hunters Creek  
Plano, Texas 75075

MARSHA REEVES DUEMKE  
#6 Walden Lane  
Littleton, Colorado 80121

BUYER: City of College Station  
Legal Department  
1101 Texas Avenue  
College Station, Texas 77840

#### 10. MISCELLANEOUS

10.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

10.2 Texas Law to Apply: This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

10.3 Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

10.4 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.5 Construction: The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

10.6 Prior Agreements Superseded: This Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

10.7 Time of Essence: Time is of the essence to this Contract.

10.8 Gender: Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

10.9 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.

10.10 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

SELLER:

BUYER:

MARSH-REEVES TRUST

CITY OF COLLEGE STATION

BY: Louise Marsh Reeves  
LOUISE MARSH REEVES *Trustee*

BY: \_\_\_\_\_  
LYNN McILHANEY, Mayor  
Date: \_\_\_\_\_

Louise Marsh Reeves  
LOUISE MARSH REEVES, Individually

ATTEST:

\_\_\_\_\_  
CONNIE HOOKS, City Secretary  
Date: \_\_\_\_\_

John Emory Marsh Jr.  
JOHN EMORY MARSH, JR

APPROVED:

Robert Emory Reeves  
ROBERT EMORY REEVES

\_\_\_\_\_  
THOMAS E. BRYMER, City Manager  
Date: \_\_\_\_\_

Marsha Reeves Duemke  
MARSHA REEVES DUEMKE

\_\_\_\_\_  
CHARLES CRYAN,  
Director of Fiscal Services  
Date: \_\_\_\_\_

Roxanne Duemke  
\_\_\_\_\_  
City Attorney  
Date: 6-19-01

THE STATE OF TEXAS    §  
                                 §  
COUNTY OF Denton    §  
                                 §

ACKNOWLEDGMENT

This instrument was acknowledge before me on the 13 day of June, 2001, by LYNN McILHANEY, as Mayor of the CITY OF COLLEGE STATION, a Texas Home Rule Municipal Corporation, on behalf of said municipality.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the STATE OF TEXAS

STATE OF Colorado §  
§  
COUNTY OF Arapahoe §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 30<sup>th</sup> day of May, 2001, by LOUISE MARSH REEVES, Trustee of the MARSH-REEVES TRUST, on behalf of said Trust.

AMINTA BURR  
STATE OF COLORADO  
NOTARY PUBLIC

Aminta Burr

NOTARY PUBLIC in and for  
the STATE OF ~~TEXAS~~

Colorado

My Commission expires  
February 11, 2002

STATE OF Colorado §  
§  
COUNTY OF Arapahoe §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 30<sup>th</sup> day of May, 2001, by LOUISE MARSH REEVES, Individually.

AMINTA BURR  
STATE OF COLORADO  
NOTARY PUBLIC

Aminta Burr

NOTARY PUBLIC in and for  
the STATE OF ~~TEXAS~~

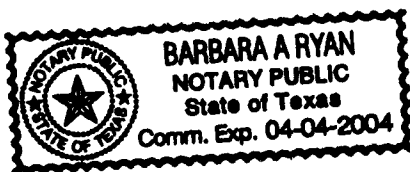
Colorado

My Commission expires  
February 11, 2002

STATE OF Texas §  
§  
COUNTY OF Dallas §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 18 day of June, 2001, by JOHN EMORY MARSH, JR.



Barbara A. Ryan

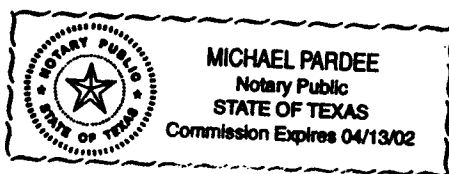
NOTARY PUBLIC in and for  
the STATE OF TEXAS



STATE OF Texas §  
COUNTY OF Denton §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 13 day of June, 2001, by ROBERT EMORY ~~MARSH~~  
REEVES

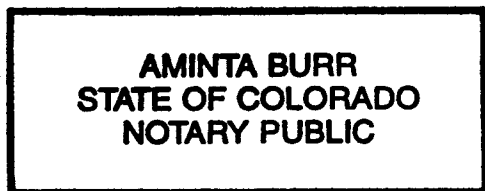


[Signature]  
NOTARY PUBLIC in and for  
the STATE OF TEXAS

STATE OF Colorado §  
COUNTY OF Arapahoe §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 30<sup>th</sup> day of May, 2001, by MARSHA REEVES DUEMKE.



[Signature]  
NOTARY PUBLIC in and for  
the STATE OF ~~TEXAS~~  
Colorado  
My Commission Expires  
February 11, 2002

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Marsh-Reeves 36.9 Acre Tract  
Robert Stevenson League  
College Station, Texas  
30 April 2001

All that certain tract or parcel of land lying and being situated in the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, being a part of that 111.6 acre tract conveyed to Louise Marsh Reeves, et al, by deeds recorded in Volume 104, Page 55 and Volume 414, Page 453 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap marked "H.P. Mayo RPLS 5045" set in the northeast line of State Highway No. 6 at the most southerly corner of that 16.89 acre tract conveyed to the City of College Station, Texas, by deed recorded in Volume 3900, Page 188 of the Official Public Records of Brazos County, Texas, from which the City of College Station 1994 GPS monument No. 138 bears S 52° 18' 20" E - 3008.74 feet.

Thence N 41° 23' 01" E - 1313.66 feet along the line between the said City of College Station tract and the said Reeves tract to a ½" iron rod with an orange plastic cap marked "H.P. Mayo RPLS 5045" set, from which a 5/8" iron rod was found N 41° 23' 01" E - 23.76 feet;

Thence S 48° 45' 08" E - 1185.00 feet continuing along the line between the said City of College Station tract and the said Reeves tract to the center of Spring Creek, from which a bent 5/8" iron rod was found S 48° 45' 08" E - 27.12 feet at the southeast corner of the said City of College Station 16.89 acre tract and a ½" iron rod with a plastic cap marked "RPLS 2972" was found S 52° 28' 52" E - 26.36 feet at the most westerly corner of Woodland Hills Phase One addition to the City of College Station, Texas, according to plat of record in Volume 4027, Page 70 of the Official Public Records of Brazos County, Texas;

Thence up the center of Spring Creek with its meanders as follows:

S 45° W - 100 feet;  
S 2° E - 80 feet;  
S 24° E - 180 feet;  
S 10° E - 70 feet;  
S 54° E - 35 feet;  
S 12° E - 25 feet;

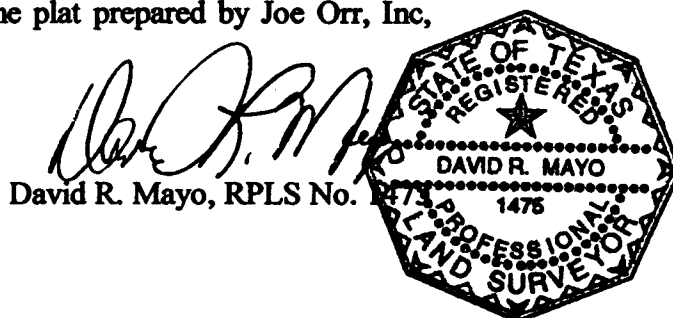
S 4° W – 60 feet;  
S 30° W – 35 feet;  
S 77° W – 150 feet;  
S 73° W – 90 feet;  
S 41° W – 80 feet;  
S 86° W – 50 feet;  
N 67° W – 200 feet;  
N 88° W – 80 feet;  
S 76° W – 95 feet;  
N 80° W – 100 feet;  
S 50° W – 90 feet;  
S 20° W – 90 feet;  
S 30° W – 65 feet;  
S 54° W – 82 feet;  
S 25° E – 26 feet;  
S 10° W – 31 feet to the northeast right-of-way line of State Highway No. 6;

Thence N 49° 25' 00" W – 93.00 feet to a ½" iron rod with an orange plastic cap marked "H.P. Mayo RPLS 5045" set at an angle point from which a disturbed concrete right-of-way marker was found N 38° W – 2.2 feet;

Thence N 55° 07' 38" W – 201.00 feet continuing along said right-of-way line to a ½" iron rod with an orange plastic cap marked "H.P. Mayo RPLS 5045" set at an angle point, from which a broken concrete right-of-way marker was found S 65° E – 0.4 feet;

Thence N 49° 25' 00" W – 751.78 feet continuing along said right-of-way line to the point of beginning and containing 36.9 acres of land more or less.

Surveyed April 2001. Bearings are Texas State Plane, Central Zone, NAD-83 datum, based on GPS observations from City of College Station 1994 control monuments. For a more detailed description of this tract, see the plat prepared by Joe Orr, Inc, dated April 2001.



## REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between LOUISE MARSH REEVES, Individually and as Trustee of the Marsh-Reeves Trust, JOHN EMORY MARSH, JR., ROBERT EMORY REEVES, and MARSHA REEVES DUEMKE ("SELLER"), and the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("BUYER"), upon the terms and conditions set forth herein.

### ARTICLE I PURCHASE AND SALE

1.1 SELLER agrees to sell and convey in fee simple by General Warranty Deed, and BUYER agrees to purchase and pay for a 36.9 acre tract or parcel of land lying and being situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54, Brazos County, Texas, and being a portion of 111.6 acre tract described in a deed from Mrs. Frances Emma Williams, et al, to J. E. Marsh, dated July 15, 1940, recorded in Volume 104, Page 55, of the Deed Records of Brazos County, Texas; said 36.9 acre tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all intents and purposes ("PROPERTY"), together with all and singular the rights and appurtenances pertaining to the PROPERTY, including all right, title and interest of SELLER in and to adjacent roads, streets, alleys or rights-of-way (all of such real PROPERTY, rights, and appurtenances being herein referred to as the "PROPERTY"), together with SELLER's interest in any improvements and fixtures situated on and attached to the PROPERTY, for the consideration and subject to the terms, provisions, and conditions set forth herein. This Contract by BUYER to purchase the PROPERTY is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of BUYER's representatives to this CONTRACT OF SALE.

1.2 BUYER has requested Brazos County Abstract Company furnish a Commitment for Title Insurance (the "Title Commitment") to insure title to the BUYER for BUYER's review together with legible copies of all instruments referred to in the Title Commitment. The BUYER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Contract. BUYER shall have a period of five (5) business days (the "Title Review Period") after receipt of the Title Commitment, the copies of the instruments referred to in Schedule B as exceptions, within which to notify SELLER of BUYER's objection to any item shown on or referenced by those documents (the "Reviewable Matters"). Any Reviewable Matter to which BUYER does not object within the Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b) terminate this Contract by written notice

to the Title Company and to SELLER, in which case the earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract.

1.3 (a) The City of College Station, Texas, at its expense, will provide a Class 1A Condition II Land Title Survey as defined by the Texas Surveyor's Association in the Manual for Practice of Land Surveying in Texas, showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey will reflect any encroachments onto or by the PROPERTY onto adjoining properties. BUYER shall have a period of five (5) business days (the "Survey Review Period") after receipt of the Survey within which to notify SELLER of BUYER's objection to any item shown on or referenced on the Survey. Any Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case any earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or liabilities under this Contract.

(b) The survey drawing shall be addressed to and certified in favor of the BUYER and the Title Company. The field notes description, as prepared by the surveyor, shall be used in the General Warranty Deed.

1.4 The parties agree that general real estate taxes on the PROPERTY for the then current year, interest on any existing indebtedness, and rents, if any, shall be prorated as of the closing date and shall be adjusted in cash at the closing. BUYER is exempt from any taxes assessed and levied for prior years resulting from any change in use subsequent to the conveyance to BUYER pursuant to §23.9807(i) of the TEXAS TAX CODE (Vernon Supp. 2000). If the closing shall occur before the tax rate is fixed for the current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All installments that have matured prior to the closing date on any special taxes or assessments shall be paid by SELLER; and any installments that are provided in the special assessment to mature after closing shall be assumed by BUYER. *It is understood and Buyer and Seller agree that the Seller shall have no responsibility for any "roll back" taxes caused by the sale of this property.*

1.5 BUYER may at its cost order a Level 1 Environmental Site Assessment. BUYER shall have a period of ten (10) business days after receipt of the Environmental Site Assessment to review the assessment and notify SELLERS of BUYER's rejection of the PROPERTY. BUYER at its option may elect to provide SELLERS with an opportunity to cure the environmental problem. If BUYER elects not to provide SELLERS with an opportunity to cure or if SELLERS

fail to cure once BUYER provides that opportunity, this Contract shall be terminated and neither party will have any further liability.

1.6 The sale of the PROPERTY shall be made by General Warranty Deed from SELLER to BUYER in the form prepared by BUYER attached hereto as Exhibit "B".

## ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

## EARNEST MONEY

2.2 BUYER shall deposit \$10.00 as earnest money with Brazos County Abstract Company at College Station, Texas; as escrow agent, upon execution of this Contract by both parties.

## ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

(a) SELLER has the full right, power, and authority to enter into and perform its obligations under this Contract.

(b) SELLER has no actual knowledge of any parties in possession of any portion of the PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession. Additionally, SELLER has no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon the PROPERTY, or any significant adverse fact or condition relating to the PROPERTY, which has not been disclosed in writing to BUYER by SELLER, which would prevent, limit, impede or render more costly BUYER's contemplated use of the PROPERTY.

(c) SELLER has no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof. SELLER has no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

(d) SELLER has no actual knowledge that the PROPERTY does not have full and free access to and from public highways, streets, or roads. SELLER has no actual knowledge that there are pending or threatened governmental proceedings that would impair or result in the termination of such access. If SELLER obtains actual knowledge of any such matter subsequent

to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(e) The PROPERTY has not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

(f) SELLER has no actual knowledge that SELLER has not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the PROPERTY or any part thereof.

(g) If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(h) SELLER has no knowledge that the PROPERTY contains any environmental hazard not shown on the environmental assessment.

(i) SELLER is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLER is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(j) To the best of SELLER's knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the PROPERTY, or any part thereof, or for which BUYER will be responsible.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLER as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase the PROPERTY from SELLER as provided in this Contract and to carry out BUYER's obligations under this Contract, and all requisite action necessary to authorize BUYER to enter into this Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been taken.

**ARTICLE V  
CLOSING AND OPTION TO TERMINATE**

5.1 The closing shall be held at Brazos County Abstract Company, within thirty (30) calendar days from the execution and tender of this Contract by BUYER, at such time and date as SELLER and BUYER may agree upon (the "closing date").

5.2 At the closing, SELLER shall:

(a) Deliver to BUYER the duly executed and acknowledged General Warranty Deed prepared by BUYER conveying good and indefeasible title in the PROPERTY, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Contract in the event BUYER disapproves of any Reviewable Matter, which objection is to be cured by SELLER on or prior to the closing as provided by Article I of this Contract.

(b) Deliver possession of the PROPERTY to BUYER.

(c) Deliver to BUYER, at SELLER's expense, a Title Policy insuring marketable title issued by Brazos County Abstract Company, in BUYER's favor in the full amount of the purchase price, insuring BUYER's easement interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

(d) Pay one-half (1/2) of the escrow fees.

(e) Pay any and all required property taxes (excluding any and all roll back taxes for prior years) and prorated taxes for the year 2001.

(f) Pay any and all homeowner's or maintenance fees for prior years and for the current year prorated up to the date of closing.

(g) Pay the costs to obtain, deliver and record releases or partial releases or subordinations of all liens to be released at closing.

(h) Pay the costs to record all documents to cure title objections agreed to be cured by Seller.

(i) Pay the certificates or reports of ad valorem taxes.

(j) Pay the Seller's expenses and attorney fees.



5.3 Upon such performance by SELLER at closing, BUYER shall:

- (a) Pay the balance of the purchase price and the below-listed closing costs.
- (b) Pay one-half (½) of the escrow fees.
- (c) Prepare, at its cost, the General Warranty Deed document.
- (d) Pay the title insurance.
- (e) Pay the costs to obtain, deliver and record all documents other than those to be recorded at Seller's expense.
- (f) Pay the Buyer's expenses or attorney fees.
- (g) Pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by Buyer.
- (h) Pay the costs of work required by Buyer to have the survey reflect matters other than those required under this contract.

#### ARTICLE VI SPECIAL CONDITIONS

6.1 Seller to retain any and all owned mineral rights to the Property. Seller to deliver mineral surface waiver required from all interest owners.

#### ARTICLE VII BREACH BY SELLER

7.1 In the event SELLER fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may:

- (a) Enforce specific performance of this agreement;
- (b) Seek such other relief as provided by law; and/or
- (c) Terminate this contract and initiate condemnation proceedings. In such event, the parties have agreed that this contract will be controlling as to the purchase price to be paid by Optionees to acquire the fee simple interest in the Property.

ARTICLE VIII  
BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLER not being in default hereunder), SELLER may, as its sole and exclusive remedy terminate this contract and receive the option proceeds for the option and any extension period exercised by BUYER as liquidated damages.

ARTICLE IX  
MISCELLANEOUS

9.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 Notice: Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER: LOUISE MARSH REEVES, Individually  
and as Trustee of the Marsh-Reeves Trust  
7170 S. Poplar Ct.  
Englewood, Colorado 80112-1630

JOHN EMORY MARSH, JR.  
~~1602 Rock Prairie Road, #230~~ 607 S. HASWELL  
~~College Station, Texas 77845~~ BRYAN, TX 77802

ROBERT EMORY REEVES  
2716 Hunters Creek  
Plano, Texas 75075

MARSHA REEVES DUEMKE  
#6 Walden Lane  
Littleton, Colorado 80121

BUYER: City of College Station  
Legal Department  
1101 Texas Avenue  
College Station, Texas 77840

9.3 Texas Law to Apply: This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

9.4 Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

9.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.6 Construction: The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

9.7 Prior Agreements Superseded: This Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

9.8 Time of Essence: Time is of the essence to this Contract.

9.9 Gender: Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.

9.11 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

10. Broker Information and Ratification of Fee. "Listing Broker" has agreed to pay "Other Broker", Mark McAuliffe as Agent for the City of College Station, Texas three percent (3%) of

the total purchase price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing. Listing Broker represents SELLER only as SELLER's Agent. Other Broker represents BUYER only as BUYER's Agent and is an employee of BUYER. Funds received by the Other Broker are to be assigned to BUYER at closing. Escrow Agent is directed to make fee payable to BUYER.

11. Broker's Fees. All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

SELLER:

BUYER:

MARSH-REEVES TRUST

CITY OF COLLEGE STATION

BY: \_\_\_\_\_  
LOUISE MARSH REEVES

BY: \_\_\_\_\_  
LYNN McILHANEY, Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
LOUISE MARSH REEVES, Individually

\_\_\_\_\_  
CONNIE HOOKS, City Secretary  
Date: \_\_\_\_\_

\_\_\_\_\_  
JOHN EMORY MARSH, JR

APPROVED:

\_\_\_\_\_  
ROBERT EMORY REEVES

\_\_\_\_\_  
THOMAS E. BRYMER, City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
MARSHA REEVES DUEMKE

\_\_\_\_\_  
CHARLES CRYAN, Director of Fiscal Services  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

THE STATE OF TEXAS     §  
                                  §     ACKNOWLEDGMENT  
COUNTY OF BRAZOS     §

This instrument was acknowledge before me on the \_\_\_\_ day of \_\_\_\_\_, 2001,  
by LYNN McILHANEY, as Mayor of the CITY OF COLLEGE STATION, a Texas Home Rule  
Municipal Corporation, on behalf of said municipality.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the STATE OF TEXAS

STATE OF \_\_\_\_\_     §  
                                  §     ACKNOWLEDGMENT  
COUNTY OF \_\_\_\_\_     §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2001,  
by LOUISE MARSH REEVES, Trustee of the MARSH-REEVES TRUST, on behalf of said  
Trust.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the STATE OF COLORADO

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §      ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
by LOUISE MARSH REEVES, Individually.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the STATE OF COLORADO

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §      ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
by JOHN EMORY MARSH, JR.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the STATE OF TEXAS

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §      ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
by ROBERT EMORY REEVES.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the STATE OF TEXAS

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §      **ACKNOWLEDGMENT**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
by MARSHA REEVES DUEMKE.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the STATE OF COLORADO

**OTHER BROKER:**

MARK McAULIFFE

\_\_\_\_\_  
Mark McAuliffe      0376344  
License No.

**LISTING BROKER:**

WEST/HALLBECK INVESTMENTS, LLC  
and JIM WEST

\_\_\_\_\_  
Jim West      0445852  
License No.

**REPRESENTS BUYER ONLY  
AS BUYER'S AGENT**

c/o City of College Station  
P. O. Box 9960  
College Station, Texas 77842  
Broker Address

979-764-2100      979-764-3481  
Telephone      Facsimile

**REPRESENTS SELLER ONLY  
AS SELLER'S AGENT**

14511 Falling Creek  
Suite 403  
Houston, Texas 77014  
Broker Address

281-440-4040      281-580-3969  
Telephone      Facsimile

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Marsh-Reeves 36.9 Acre Tract  
Robert Stevenson League  
College Station, Texas  
30 April 2001

All that certain tract or parcel of land lying and being situated in the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, being a part of that 111.6 acre tract conveyed to Louise Marsh Reeves, et al, by deeds recorded in Volume 104, Page 55 and Volume 414, Page 453 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap marked "H.P. Mayo RPLS 5045" set in the northeast line of State Highway No. 6 at the most southerly corner of that 16.89 acre tract conveyed to the City of College Station, Texas, by deed recorded in Volume 3900, Page 188 of the Official Public Records of Brazos County, Texas, from which the City of College Station 1994 GPS monument No. 138 bears S 52° 18' 20" E - 3008.74 feet.

Thence N 41° 23' 01" E - 1313.66 feet along the line between the said City of College Station tract and the said Reeves tract to a ½" iron rod with an orange plastic cap marked "H.P. Mayo RPLS 5045" set, from which a 5/8" iron rod was found N 41° 23' 01" E - 23.76 feet;

Thence S 48° 45' 08" E - 1185.00 feet continuing along the line between the said City of College Station tract and the said Reeves tract to the center of Spring Creek, from which a bent 5/8" iron rod was found S 48° 45' 08" E - 27.12 feet at the southeast corner of the said City of College Station 16.89 acre tract and a ½" iron rod with a plastic cap marked "RPLS 2972" was found S 52° 28' 52" E - 26.36 feet at the most westerly corner of Woodland Hills Phase One addition to the City of College Station, Texas, according to plat of record in Volume 4027, Page 70 of the Official Public Records of Brazos County, Texas;

Thence up the center of Spring Creek with its meanders as follows:

S 45° W - 100 feet;  
S 2° E - 80 feet;  
S 24° E - 180 feet;  
S 10° E - 70 feet;  
S 54° E - 35 feet;  
S 12° E - 25 feet;



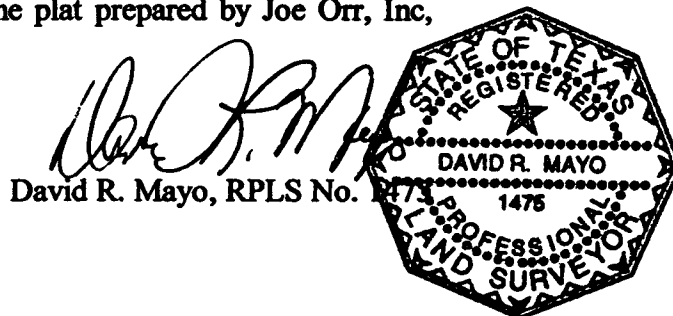
S 4° W – 60 feet;  
S 30° W – 35 feet;  
S 77° W – 150 feet;  
S 73° W – 90 feet;  
S 41° W – 80 feet;  
S 86° W – 50 feet;  
N 67° W – 200 feet;  
N 88° W – 80 feet;  
S 76° W – 95 feet;  
N 80° W – 100 feet;  
S 50° W – 90 feet;  
S 20° W – 90 feet;  
S 30° W – 65 feet;  
S 54° W – 82 feet;  
S 25° E – 26 feet;  
S 10° W – 31 feet to the northeast right-of-way line of State Highway No. 6;

Thence N 49° 25' 00" W – 93.00 feet to a ½" iron rod with an orange plastic cap marked "H.P. Mayo RPLS 5045" set at an angle point from which a disturbed concrete right-of-way marker was found N 38° W – 2.2 feet;

Thence N 55° 07' 38" W – 201.00 feet continuing along said right-of-way line to a ½" iron rod with an orange plastic cap marked "H.P. Mayo RPLS 5045" set at an angle point, from which a broken concrete right-of-way marker was found S 65° E – 0.4 feet;

Thence N 49° 25' 00" W – 751.78 feet continuing along said right-of-way line to the point of beginning and containing 36.9 acres of land more or less.

Surveyed April 2001. Bearings are Texas State Plane, Central Zone, NAD-83 datum, based on GPS observations from City of College Station 1994 control monuments. For a more detailed description of this tract, see the plat prepared by Joe Orr, Inc, dated April 2001.



**GENERAL WARRANTY DEED**

**DATE:** \_\_\_\_\_

**GRANTOR:** LOUISE MARSH REEVES, Individually and as Trustee of the Marsh-Reeves Trust, JOHN EMORY MARSH, JR., ROBERT EMORY REEVES, and MARSHA REEVES DUEMKE

**GRANTOR'S MAILING ADDRESS:** LOUISE MARSH REEVES, Individually and as  
(including county) Trustee of the Marsh-Reeves Trust  
7170 S. Poplar Ct.  
\_\_\_\_\_ County  
Englewood, Colorado 80112-1630

JOHN EMORY MARSH, JR.  
~~1602 Rock Prairie Road, #230~~ 607 S. Haswell  
Brazos County  
~~College Station, Texas 77845~~ BRYAN, TX 77802

ROBERT EMORY REEVES  
2716 Hunters Creek  
\_\_\_\_\_ County  
Plano, Texas 75075

MARSHA REEVES DUEMKE  
#6 Walden Lane  
\_\_\_\_\_ County  
Littleton, Colorado 80121

**GRANTEE:** CITY OF COLLEGE STATION, TEXAS

**GRANTEE'S MAILING ADDRESS:** 1101 Texas Avenue  
(including county) Brazos County  
College Station, Texas 77840

**CONSIDERATION:** Ten Dollars (\$10.00) and other good and valuable consideration.

**PROPERTY:**

All that certain 36.9 acre tract or parcel of land lying and being situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54, Brazos County, Texas, and being a portion of 111.6 acre tract described in a deed from Mrs. Frances Emma Williams, et al, to J. E. Marsh, dated July 15, 1940, recorded in Volume 104, Page 55, of the Deed Records of Brazos County, Texas; said 36.9 acre tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all intents and purposes

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

(LIST EXCEPTIONS/RESERVATIONS TO TITLE HERE)

**GRANTOR hereby reserves unto themselves, their successors and assigns, any and all oil, gas and other minerals in, on or under the premises described on the attached Exhibit A; provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other adjacent property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels and provided further that GRANTORS do not reserve and expressly convey to GRANTEE any and all minerals of whatsoever kind and nature owned by GRANTORS down to the depth of two hundred fifty (250) feet from the actual surface of any portion of said tract.**

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANT, SELL, and CONVEY to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's heirs, executors and administrators, to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

---

LOUISE MARSH REEVES, Individually

\_\_\_\_\_  
LOUISE MARSH REEVES, as Trustee of the  
Marsh-Reeves Trust

\_\_\_\_\_  
JOHN EMORY MARSH, JR.

\_\_\_\_\_  
ROBERT EMORY REEVES

\_\_\_\_\_  
MARSHA REEVES DUEMKE

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
by LOUISE MARSH REEVES, Trustee of the MARSH-REEVES TRUST, on behalf of said  
Trust.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the STATE OF COLORADO

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §      ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
by LOUISE MARSH REEVES, Individually.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the STATE OF COLORADO

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §      ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
by JOHN EMORY MARSH, JR.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the STATE OF TEXAS

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §      ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
by ROBERT EMORY REEVES.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the STATE OF TEXAS

STATE OF \_\_\_\_\_ §

§

**ACKNOWLEDGMENT**

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
by MARSHA REEVES DUEMKE.

---

NOTARY PUBLIC in and for  
the STATE OF COLORADO

**PREPARED IN THE OFFICE OF:**

City of College Station  
Legal Department  
P. O. Box 9960  
College Station, Texas 77842-9960

**RETURN ORIGINAL DOCUMENT TO:**

City of College Station  
Legal Department  
P. O. Box 9960  
College Station, Texas 77842-9960

**Joe Orr, Inc.**  
*Surveyors & Engineers*  
2167 Post Oak Circle  
College Station, TX 77845  
(979) 690-3378

Marsh-Reeves 36.9 Acre Tract  
Robert Stevenson League  
College Station, Texas  
30 April 2001

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Beginning at a ½" iron rod with an orange plastic cap marked "H.P. Mayo RPLS 5045" set in the northeast line of State Highway No. 6 at the most southerly corner of that 16.89 acre tract conveyed to the City of College Station, Texas, by deed recorded in Volume 3900, Page 188 of the Official Public Records of Brazos County, Texas, from which the City of College Station 1994 GPS monument No. 138 bears S 52° 18' 20" E - 3008.74 feet.

Thence N 41° 23' 01" E - 1313.66 feet along the line between the said City of College Station tract and the said Reeves tract to a ½" iron rod with an orange plastic cap marked "H.P. Mayo RPLS 5045" set, from which a 5/8" iron rod was found N 41° 23' 01" E - 23.76 feet;

Thence S 48° 45' 08" E - 1185.00 feet continuing along the line between the said City of College Station tract and the said Reeves tract to the center of Spring Creek, from which a bent 5/8" iron rod was found S 48° 45' 08" E - 27.12 feet at the southeast corner of the said City of College Station 16.89 acre tract and a ½" iron rod with a plastic cap marked "RPLS 2972" was found S 52° 28' 52" E - 26.36 feet at the most westerly corner of Woodland Hills Phase One addition to the City of College Station, Texas, according to plat of record in Volume 4027, Page 70 of the Official Public Records of Brazos County, Texas;

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S 2° E - 80 feet;  
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S 10° E - 70 feet;  
S 54° E - 35 feet;  
S 12° E - 25 feet;

EXHIBIT A

*To General Warranty Deed*


S 4° W – 60 feet;  
S 30° W – 35 feet;  
S 77° W – 150 feet;  
S 73° W – 90 feet;  
S 41° W – 80 feet;  
S 86° W – 50 feet;  
N 67° W – 200 feet;  
N 88° W – 80 feet;  
S 76° W – 95 feet;  
N 80° W – 100 feet;  
S 50° W – 90 feet;  
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S 30° W – 65 feet;  
S 54° W – 82 feet;  
S 25° E – 26 feet;  
S 10° W – 31 feet to the northeast right-of-way line of State Highway No. 6;

Thence N 49° 25' 00" W – 93.00 feet to a ½" iron rod with an orange plastic cap marked "H.P. Mayo RPLS 5045" set at an angle point from which a disturbed concrete right-of-way marker was found N 38° W – 2.2 feet;

Thence N 55° 07' 38" W – 201.00 feet continuing along said right-of-way line to a ½" iron rod with an orange plastic cap marked "H.P. Mayo RPLS 5045" set at an angle point, from which a broken concrete right-of-way marker was found S 65° E – 0.4 feet;

Thence N 49° 25' 00" W – 751.78 feet continuing along said right-of-way line to the point of beginning and containing 36.9 acres of land more or less.

Surveyed April 2001. Bearings are Texas State Plane, Central Zone, NAD-83 datum, based on GPS observations from City of College Station 1994 control monuments. For a more detailed description of this tract, see the plat prepared by Joe Orr, Inc, dated April 2001.

  
David R. Mayo, RPLS No. 1475

